

# EXHIBIT 4



NORTH CAROLINA  
BUNCOMBE COUNTY

THIS DEED, Made this the 1 day of February,  
1966, by and between G-K, INC., a North Carolina corporation with its  
principal place of business in Guilford County, North Carolina, herein-  
after called Grantor, and MARTIN BRUCE and wife, SYLVIA BRUCE, of  
Nassau County, New York, hereinafter called Grantees.

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten  
(\$10.00) Dollars and other good and valuable considerations to it in  
hand paid by the Grantees, the receipt whereof is hereby acknowledged,  
has given, granted, bargained, sold and conveyed, and by these presents  
does give, grant, bargain, sell, convey and confirm unto Martin Bruce and  
wife, Sylvia, Bruce, their heirs and assigns, as tenants in common and  
not as tenants by the entireties, premises in the City of Asheville,  
Buncombe County, North Carolina, described as follows:

TRACT ONE: BEGINNING at a concrete monument in the  
northern margin of the right-of-way line  
of dual U. S. Highways #19-23, known as Patton Avenue,  
at the southeast corner of the lands of Wachovia Bank  
and Trust Company and running thence with the line of  
said Bank, North 12° 52' West 227 feet to a concrete  
monument; thence South 89° 45' West 119.3 feet to a  
concrete monument in the right-of-way line of Louisiana  
Avenue; thence North 36° 57' West 221.5 feet to an iron  
in the eastern margin of Louisiana Avenue; thence with  
the eastern margin of Louisiana Avenue, North 28° 51'  
West 63.5 feet to an iron pipe; the Joyner corner;  
thence with Joyner, South 81° 17' East 234.57 feet to  
an iron pipe; thence still with Joyner, North 3° 7'  
East 161.69 feet to a concrete monument, the Joyner  
northeast corner; thence with Joyner, North 78° 27'  
West 353.92 feet to an iron in the eastern margin of  
Louisiana Avenue; thence with the eastern margin of  
Louisiana Avenue, North 19° 26' West 87.85 feet; thence  
still with said Avenue, North 5° 22' West 100 feet;  
thence South 86° 10' 30" East 114.09 feet to an iron  
pipe; thence North 7° 20' East 52.86 feet, corner with  
Hargus; thence with Hargus, South 76° 10' 30" East  
124.63 feet; thence North 7° 34' 30" East 93.99 feet;

thence North 5° 50' East 181.17 feet; thence South 70° 45' East 312 feet to an iron; thence North 37° 24' East 148.93 feet to an iron; thence South 70° 11' East 573.02 feet to an iron in Hawkins Lane; thence with Hawkins Lane, South 27° 56' West 386.4 feet to a concrete monument; thence North 82° 15' West 113.79 feet to an iron; thence South 32° 53' 30" West 193.5 feet to a concrete monument; thence South 23° 27' West 165.86 feet to a concrete monument; thence South 85° 57' 30" East 17.59 feet to a dogwood tree; thence South 20° 50' 30" East 290.35 feet to an existing spike in the northern margin of Patton Avenue; thence with the northern margin of Patton Avenue, South 85° 26' 30" West 350.45 feet to a concrete monument; thence still with the northern margin of Patton Avenue, South 87° 34' West 25 feet to the point of Beginning. Subject, however, to right of way for the widening of Hawkins Lane and the right of way for the widening of Louisiana Avenue, and together with and subject to rights of ingress, egress, and regress in, over and through that tract of land fronting 50 feet on Patton Avenue and running North 12° 59' West 35 feet, the center line of which is the first call in the foregoing description. Together with all rights conferred upon grantor herein by a certain right of way agreement executed by the Trustees of Temple Baptist Church recorded in Book 912, Page 431, which shall be an appurtenance to the above-described land.

TRACT TWO: All of the right, title and interest of grantor (being a leasehold interest) in the following described tract or parcel of land: BEGINNING at an iron pipe in the eastern margin of Louisiana Avenue, Wells' northwest corner, and running thence with the Wells' line, South 81° 17' East 234.57 feet to an iron in the line of the land of G-K, Inc.; thence with said line, North 3° 7' East 161.69 feet to a monument at a 24-inch pin, corner with Shelton; thence with the Shelton line, North 78° 27' West 353.92 feet to an iron pipe in the eastern margin of Louisiana Avenue; thence with the eastern margin of Louisiana Avenue, South 19° 26' East 12.15 feet and South 28° 51' East 211.64 feet to the point of Beginning.

There is also transferred hereby all of the rights of G-K, Inc. (such rights having been transferred to it by Patton Avenue Development Corporation), as lessee, in that certain lease agreement between Patton Avenue Development Corporation and Edeson C. Joyner dated October 1, 1964, and recorded in Book 911, Page 402, as same has been amended, and this conveyance is made subject to the terms of a certain lease agreement between Patton Avenue Development Corporation and S. S. Kresge Company, dated December 18, 1964, as same has been amended, and grantor does hereby assign and set over to grantees all of its rights as landlord in said lease. This conveyance is further made subject to the mortgage deed of trust in favor of The Penn Mutual Life

Insurance Company and the assignment of rents executed by Patton Avenue Development Corporation in connection therewith; to 1966 ad valorem taxes, and to public utility easements of record.

TO HAVE AND TO HOLD the above-described premises, with all the appurtenances thereunto belonging or in any wise appertaining, unto the Grantees, their heirs and assigns forever, as tenants in common and not as tenants by the entireties.

And the Grantor covenants that it is seized of said premises in fee and has the right to convey the same in fee simple; that said premises are free from incumbrances (with the exceptions above stated, if any); and that it will warrant and defend the said title to the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this deed to be executed by its duly authorized officers and its seal to be hereunto affixed, the day and year first above written.

323-6  
G-K, INC.

BY:

*Laurence J. Hoyle*  
President



ATTEST:

*Edward J. Greene*  
Asst Secretary

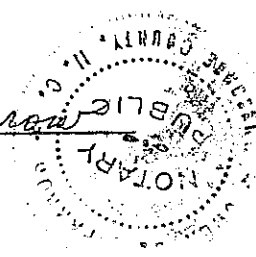


NORTH CAROLINA  
GUILFORD COUNTY

I, CWEN B. SPARROW, a Notary Public,  
do hereby certify that EDWARD I. GREENE personally appeared  
before me this day and acknowledged that he is the Asst Secretary  
of G-K, INC., a corporation, and that by authority duly given, and as  
the act of the corporation, the foregoing instrument was signed in its  
name by its \_\_\_\_\_ President, sealed with its corporate seal and  
attested by him as its Asst Secretary.

WITNESS my hand and official seal this the 1st day of  
February, 1966.

Gwen B. Sparrow  
NOTARY PUBLIC



My Commission Expires:  
May 23, 1967

NORTH CAROLINA, BUNCOMBE COUNTY

The foregoing Certificate of Gwen B. Sparrow  
a Notary Public or  
Justice of the Peace  
of the County and State designated, duly authenticated  
by his Notarial Seal thereto attached is attested to be  
correct. Let the instrument and the certificates be  
registered.

This 1st day of Feb 1966  
Jay Barrecc  
Deputy Clerk

Registered Feb 1, 1966 at 3:20 pm  
William E. Duggan  
Register of Deeds  
Maule L. Oakman  
Dip.